

**TENTATIVE AGREEMENT - ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN REDWOOD CITY AND SEIU LOCAL 521  
RE: CONTRACT EMPLOYEES**

WHEREAS, in July 2025, Service Employees International Union (“SEIU” or Union”) requested to add temporary contract employees to the same unit as permanent employees who perform the same or similar type of work, pursuant to Government Code section 3507.7 (Assembly Bill 1484); and

WHEREAS, in accordance with Government Code section 3507.7, the Union and City of Redwood City (“City”) (collectively the “parties”) promptly bargained over wages, hours & working conditions for contract employees, and have reached agreement.

NOW THEREFORE, the City and Union tentatively agree to the following Addendum to the Memorandum of Understanding (“MOU”) between the parties dated February 1, 2025 through January 23, 2028, subject to Union ratification and City Council approval:

1. REPLACEMENT OF SIDE LETTER: This MOU Addendum Agreement will replace the Side Letter between the parties dated December 5, 2007, including all Appendices (A, B, C-1, C-2, C-3, C-4).
  
2. PLACEMENT OF INCUMBENTS IN NEW EMPLOYMENT STATUS ON ONE-TIME, NON-PRECEDENTIAL BASIS:
  - A. Effective the first full pay period that is six (6) weeks after City Council approval of this agreement, the following contract positions will be changed to term-funded positions:
    - Three (3) Project READ Aides (~~New Job Title – Literacy Aide~~)
    - Two (2) Project READ Assistants (~~New Job Title – Literacy Assistant~~)
    - Two (2) Human Service Specialists
    - One (1) Human Services Coordinator (New Job Title – Recreation & Community Services Program Coordinator)
    - One (1) Parks and Recreation Program Assistant

In recognition of multiple years of City service of current incumbents in each of the above-listed contract employee positions and of the fact that the above positions are primarily grant-funded, current incumbents will be placed in the term-funded positions on a one-time basis, subject to confirmation that they meet minimum qualifications and successfully complete the City’s requisite pre-employment processes (fingerprinting, background). In addition, the current incumbents in the above-listed positions will, upon placement in term-funded positions, will instead serve a 1-year probationary period starting from the date of the status change (not the 2-year probationary period reflected in Section 9.1 of the MOU).

The parties acknowledge that the intent is for grant-funded positions to be fully funded from outside grants that are independent of City revenue sources. Because the employment status for the above-listed positions is changing in the middle of applicable grant periods, the City agrees to temporarily supplement the additional

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costs of the change for the remainder of the 2025 MOU (estimated at \$2,791 per year per position), subject to limitations in this section. For the remainder of the 2025 MOU, employees in the above-listed positions, upon becoming term-funded, will not be eligible for sick leave cash out provided in MOU Section 20.1.6 or for cash out of administrative holidays as provided in MOU Section 18.1. The parties will reopen as to eligibility for these benefits for the new term-funded positions in 2028 successor MOU negotiations. In lieu of cash out of administrative holidays, employees in the above-listed positions, upon becoming term-funded, will be permitted to carry over their unused administrative holidays each year.

If the terms of this agreement conflict with the terms of an applicable grant, the terms of the grant will control.

- B. Effective the first full pay period that is six (6) weeks after City Council approval of this agreement, the Tree Maintenance Worker contract employee position will be changed to a regular Full Time Equivalent (FTE) position.

In recognition of ten years of City service of the current incumbent in the Tree Maintenance Worker contract employee position, the current incumbent will be placed in the regular position on a one-time basis, subject to confirmation that they meet minimum qualifications and successfully complete the City's requisite pre-employment processes (fingerprinting, background). In addition, the current incumbent in the Tree Maintenance Worker contract employee position will, upon placement in the regular FTE position, serve a 1-year probationary period starting from the date of the status change.

- C. The changes in position status described above are agreed to on a one-time, non-precedential basis.

- 3. MOU CHANGES: In addition to the above benefits packages, effective upon City Council approval of this MOU Addendum Agreement, the MOU between the parties will be amended as follows:

**ARTICLE 1 - RECOGNITION**

**1.1 Union Recognition**

Service Employees International Union Local 521 (hereinafter "SEIU" or "Union") has been recognized as the Exclusive Representative, pursuant to the Employer-Employee Relations Resolution of the City initially adopted August 7, 1972, and periodically revised subject to the provisions of Government Code section 3507, for the regular full-time and part-time employees initially and regularly scheduled to work at least twenty (20) hours per week for a minimum of twenty-six (26) pay periods, contract

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employees hired to perform the same or similar type of work performed by regular full-time and part-time employees in the bargaining unit, and specific term-funded employees listed herein. This unit of employees shall for the purpose of identification be titled the SEIU Unit.

A term-funded employee shall be defined as an employee in the job classification of Recreation and Community Services Program Coordinator, hired to work in a program that is subject to annual renewal or time-limited funding, including grant-funded programs and/or programs funded by service contracts with outside agencies. This group includes former contract employees who were added to the unit as of December 7, 2007, and designated term-funded employees as of July 1, 2015. The classifications used for term-funded employees are subject to change by mutual agreement only. Effective upon City Council approval of this Addendum, employees in the classifications of Literacy Aide (formerly Project READ Aide), Literacy Assistant (formerly Project READ Assistant), Human Services Specialist I/II, Recreation & Community Services Program Coordinator, and Parks & Recreation Program Assistant I/II may also be designated as term-funded employees.

Term-funded employees shall be employed for a maximum of one fiscal year, subject to annual renewal. The parties acknowledge that the loss or reduction of grant-funding will result in the abolishment of a term-funded position, unless alternate funding is attained and approved. The City's decision to divert grant funding for another covered purpose may also result in abolishment of a term-funded position. For term-funded positions funded by the City's General Fund, the City's decision to discontinue funding based on community and City needs may result in abolishment of a term-funded position. Loss of funding or a decision to divert funding does not absolve the City from its obligation to engage in impacts bargaining in accordance with Article 7 of the MOU. The limited term is not a guarantee of employment for any specified period of time. Except where otherwise specified in this agreement, all MOU provisions for term-funded employees shall be equal to those of regular employees. (See Section 22.2 Retiree Health)

In the event existing grant funding does not fully cover the full cost of a specific term-funded position(s) as provided by this agreement due to increased position costs, the parties agree to meet and confer over potential compensation changes for such positions.

A contract employee shall be defined as an individual hired by the City for full-time or part-time work to be performed on a temporary or project basis. Contract employees do not include casual employees, paid interns, employees hired through a staffing agency, or retired annuitants. Contract employees will be assigned one of the

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following Class Codes:

- Managerial Professional (Level I or II)
- Office Clerical (Level I or II)
- Paraprofessional
- Protective Service
- Service Maintenance
- Skilled Craft
- Technical (Level I or II)

During successor MOU bargaining, the City and the Union will review represented contract employee positions, including the length of time that each contract employee position has been in effect. The parties agree to meet and confer over whether the position should be transitioned to a term-funded position.

The MOU Addendum between Redwood City and the Union will be the controlling agreement regarding wages, benefits, and terms and conditions of employment for represented contract employees. During 2025 bargaining over the MOU Addendum, the parties incorporated compensation and terms of employment from individual contracts into the MOU, except where the parties agreed to changes to the status quo. Upon adoption of this MOU Addendum, all existing, individual contracts for contract employees represented by SEIU will immediately expire, and the City and Union agree to end the use of individual contracts.

~~At the end of each fiscal year~~Upon request, the City shall prepare a list of casual employees who were hired to work less than twenty (20) hours per week (less than 1,000 hours per year) but who, during the immediately preceding twelve months, have been regularly scheduled to work and have worked a minimum of one-thousand (1,000) hours. Effective on the first day of the first pay period at least thirty (30) days following the fiscal year in which the employee met the regular and continuous, and one-thousand (1,000) hours per year standard, the City will provide SEIU with the opportunity to meet and confer upon request over whether such employees shall be added to the SEIU representation unit. "Regularly scheduled to work" shall be defined as not having a consecutive break in service of thirty (30) calendar days or more.

**ARTICLE 7 - LAYOFF AND REEMPLOYMENT**

**7.1 Layoff**

Whenever in the judgment of the City Council it becomes necessary in the interest of economy or because the position involved no longer exists, the City Council may abolish any position or employment in the competitive service, including term-funded positions, or reduce the number of hours for any position in the competitive service,

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including term-funded positions, and the employee holding such position or employment may be laid off, either partially or completely, without the filing of written charges. Any appointing power may likewise lay off a regular employee whenever lack of work or funds shall require a reduction in the number of employees.

Both parties agree that the preferred means of reducing staff is through attrition.

**7.2 Notification of Layoff**

7.2.1 The City shall notify, in writing, the employee and the Union at least thirty (30) calendar days prior to the effective date of layoff and shall indicate the reason or reasons for the layoff. A copy of this Article 7, Layoff and Reemployment, shall be attached to the written notice.

7.2.2 Upon request, the Union shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives. The City will offer to meet and confer with the Union regarding the impacts of specific layoffs.

**7.3 Grievance of Layoff**

An employee, who receives notice of a specific action under the layoff procedure and believes that the layoff procedure has not been correctly applied, in the employee's case, may appeal as provided in the grievance procedure. The decision itself to lay off shall be specifically excluded from the grievance or any other appeal procedure.

**7.4 Order of Layoff**

7.4.1 Prior to any layoff within the SEIU Unit, non-regular (term-funded, contract, and casual) employees performing duties of the affected classifications shall be separated from service first. No non-regular employees shall be employed until all regular employees in the SEIU Unit are reemployed or offered reemployment from the appropriate reemployment list.

~~Casual and Contract and~~ term-funded employees placed in the unit will have a length of service date that commences on the first day of the first pay period in which they are being placed in the bargaining unit. Service rendered as a casual or contract employee prior to being placed in the unit will not count toward length of service for the purpose of determining order of layoff and bumping rights, or any other vested right or benefit associated with unit representation.

7.4.2 In the event further reductions are necessary, employees with the least amount of combined service in the classification affected and any former classification of equal or higher rate of pay that the employee may have held

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with the City (classification shall be defined as the individual job title as listed in Appendix A) shall be the first laid off.

For the purposes of calculating combined service in classification, time served in a classification which changed title as the result of a reclassification will be added to the seniority in the new classification if the reclassification did not result in at least a five percent (5%) salary increase.

- 7.4.3 If two (2) or more employees have an equal length of service as defined in 7.4.2 above, the order of layoff shall be determined by the employees' rank on the eligibility list for their current classification. The employee's ranking on the eligibility list is determined by their score on the final examination in the testing process for their current classification. If two (2) or more employees have an equal length of service and a tie ranking on the eligibility list, the order of layoff will be determined by their score on the classification test immediately preceding the examination that established the eligibility list, assuming such an examination was conducted.

## **7.5 Bumping Rights**

The following section describes three distinct options available for regular employees who have received a notice of layoff. Any employee who has received a notice of layoff must exercise these options, outlined as follows. First, an employee must exhaust their bumping rights as described in Article 7.5.1. If an employee is unable to bump in accordance with the provisions in Article 7.5.1 and will suffer a layoff, the employee can then, and only then, elect to exercise their options as described in either Article 7.5.2 or Article 7.5.3, at the discretion of the employee.

- 7.5.1 A regular employee who has received a notice of layoff may elect, in lieu of layoff, to be reassigned to a position in a lateral or lower related classification within their department, or another department, provided that in order to displace the employee with less service the laid off employee must have held regular status in the classification into which the employee is bumping.

- 7.5.2 A regular employee who was unable to bump in accordance with the provisions in Article 7.5.1 and will suffer a layoff, may elect to bump an employee with less seniority in a lateral or lower classification in their job family as outlined in Appendix A. If two (2) or more employees request to bump the same employee with less seniority as described herein, the employee with the highest seniority, as defined in Article 7.5.7, will have their request granted. Any additions, deletions or modifications to the Job Family charts in Appendix A shall be only through the formal meet and confer process.

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7.5.3 If the regular employee is unable to bump an employee with less seniority as described in Article 7.5.1 or Article 7.5.2, or opts not to exercise their rights in Article 7.5.2, they may accept a voluntary transfer or demotion to a vacant position in a lateral or lower related classification in which no previous service has been rendered provided that, in the opinion of the Personnel Officer or designee, the employee meets the minimum qualifications of the classification. If two (2) or more employees request to transfer or demote into the same vacant position as described herein, the employee with the highest seniority, as defined in Article 7.5.7, will have their request granted.

Employees who accept a voluntary transfer or demotion as described in Article 7.5.3, shall serve a probationary period of no more than twelve (12) months.

7.5.4 Bargaining unit employees requesting to exercise their right to bump into a classification as provided in Articles 7.5.1, 7.5.2 or 7.5.3, must make such request to the Personnel Officer or designee in writing within seven (7) calendar days of their receipt of written notice of layoff. Failure to comply with the deadline provided herein shall be deemed a waiver of the bumping rights provided in this Article 7.

7.5.5 When a senior employee chooses to bump into a position in a lateral or lower related classification, said employee must accept the salary, hours and working conditions of the position. If the employee's salary prior to bumping is within the salary range of the lateral or lower related classification into which the employee is bumping, the employee will retain the salary held prior to bumping, even if that places the employee's salary between steps in the new salary range. If the employee's salary prior to bumping is above the top of the range of the lateral or lower related classification, the employee's salary will be placed at the top of the salary range of the lateral or lower related classification.

7.5.6 If an employee held regular status in more than one classification, the employee shall have the right to bump first into the highest classification in which regular status was previously held. Highest classification shall be defined as the classification with the highest top step in the salary plan in effect at the time of layoff.

7.5.7 Seniority for the purpose of exercising the bumping rights provided in this Article is defined as the total cumulative number of years of probationary and regular service with the City of Redwood City beginning with the employee's first date of employment with the City.

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- 7.5.8 The Human Resources Department shall maintain an updated seniority roster indicating employee's class seniority, and City seniority. Such roster shall be available to the Union upon request.
- 7.5.9 Employees may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this Agreement.
- 7.5.10 At the time of a layoff, employees who were previously members of the Bargaining Unit (e.g., who subsequently promoted out of the unit) shall have all the rights described in Article 7, except for those of section 7.5.2. Such former unit members can only exercise the rights of section 7.5.3 after all employees who are current unit members at the time of a layoff have exercised all rights in this Article 7 and a vacancy still exists for which a former unit member qualifies (as required in 7.5.3).
- For such former unit member(s), the provisions of section 7.6.1 shall only apply to offers of reemployment to positions previously occupied by such former unit member(s). This restriction shall only apply for the term of the reemployment list generated by the layoff that caused such former unit member(s) to return to the bargaining unit.
- 7.5.11 A part-time regular employee may only bump into a part-time position in a lateral or lower related classification in accordance with the provisions of this Article.
- 7.5.12 A full-time regular employee may bump into a full-time or part-time position in a lateral or lower related classification in accordance with the provisions of this Article.
- 7.5.13 No regular employee may bump into a term-funded or contract position. No term-funded or contract employee may bump or transfer into a regular position.

## **7.6 Reemployment**

- 7.6.1 The names of regular employees laid off shall be placed on a reemployment list from most senior to least senior. The employee with the greatest seniority on the reemployment list, including those who exercised their bumping rights or who took a voluntary demotion, shall be offered reinstatement in a vacant classification with equal or less base salary compared to the classification from which the employee was laid off for which said employee meets the minimum qualifications. In the event the employee refuses two (2) offers of reemployment, said employee's name shall be removed from the

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reemployment list. The employee's name shall not be removed from the reemployment list if said employee refuses reemployment into a classification that is lower than the highest classification held by the employee. In hiring for a vacant position in a classification, such reemployment list shall take precedence over all other employment lists. (See Section 7.10 Promotional Exams regarding promotional opportunities while on a reemployment list).

7.6.2 Any regular employee who accepts an offer of reemployment to the highest classification they would have been entitled to at the time of layoff shall have their name removed from the reemployment list.

7.6.3 Any employee who is laid off and is subsequently eligible for reemployment shall be notified by the City in writing, sent by certified mail to the last address given the City by the employee, of any vacancies for which they are eligible. Employees so notified shall respond within seven (7) working days of the date notice was sent. Copies of all such reemployment notices together with a listing of employees to whom they were sent shall be sent to the Union.

7.6.4 The names of regular employees who exercise their right to bump into a classification as provided in Articles 7.5.1, 7.5.2 or 7.5.3, and the names of regular employees whose layoff results in unemployment from the City shall remain on a reemployment list for a period of two (2) years. This two (2) year period shall commence upon the date the employee begins their service in the lower/lateral classification into which they bumped as defined in Articles 7.5.1, 7.5.2 or 7.5.3, or upon the date unemployment from the City begins.

7.6.5 Any regular employee rehired as defined in Article 7.6 shall serve a probationary period of no more than twelve (12) months, unless the reemployed employee has prior service in the classification into which they are being rehired, or is rehired into a classification in their job family at the time of layoff, as listed in Appendix A.

**7.7 Retirement in Lieu of Layoff**

Notwithstanding any other provision of law, any employee who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The City shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or funds. If they are subsequently subject to reemployment and accept, in writing, the appropriate vacant position, the City shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has

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properly processed their request for reinstatement from retirement.

**7.8 Benefits During Layoff**

Employees whose layoff results in unemployment from the City shall not accrue any benefits, including, but not limited to, vacation, sick leave, holidays, medical, dental, life insurance and uniform allowance. However, the City agrees to allow regular employees whose layoff results in unemployment from the City to continue to receive medical and dental benefits provided that the employee pays the total premium amount for medical and/or dental benefits. The employee will be allowed to pay this premium for the length of time said employee's name is on the reemployment list, as described in Article 7.6.4. Any employee reemployed from the reemployment list shall retain all sick leave accruals that the employee did not receive compensation for at the time of layoff.

**7.9 Transition Allowance**

If the City is unable to offer a regular position to a regular employee during the period beginning with notification of the layoff and ending ninety (90) days following the layoff, the City shall pay the employee a flat rate transition allowance of two hundred dollars (\$200).

**7.10 Promotional Exams**

An employee who has been laid off and has been placed on a reemployment list shall be eligible, during the time the employee is on a reemployment list, to take promotional exams.

**ARTICLE 8 - PERSONNEL FILES AND PERFORMANCE RATINGS**

**8.4 Performance Ratings**

All employees holding regular status shall be evaluated annually. Probationary employees shall be evaluated at the end of the sixth (6<sup>th</sup>) month, and within ten (10) days of the end of the probationary period. Term-funded and contract employees will be evaluated once every twelve (12) months of continuous service.

Upon certification to regular status, employees shall be evaluated annually from the date of the six (6) month probationary period evaluation. A designated form shall be completed based upon the independent judgments of one (1) or more supervisors including the immediate supervisor of the employee being evaluated. The procedure and criteria for judgment shall be fair and consistent for all employees in the same class. Upon completion of the performance rating, it shall be presented to the

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employee for review and signature and a copy given to the employee prior to being transmitted to the Personnel Officer or designee.

An employee shall have ten (10) working days to review and sign performance evaluations after which a copy shall be placed in the employee's personnel file.

**ARTICLE 9 - PROBATION PERIOD AND EMPLOYMENT STATUS**

**9.1 Probationary Period Duration**

Original and promotional appointments for regular full-time and regular part-time employees shall be subject to a probationary period of one (1) year. Term-funded employees shall be subject to a probationary period of two (2) years.

Probationary employees who are absent for thirty (30) calendar days or more due to approved leave(s) of absence, or who are placed on light duty for thirty (30) calendar days or more, shall have their probationary period extended for the same duration as their absence(s) or light duty assignment; however, such extension will not result in the employee's probationary period lasting longer than two thousand eighty (2080) hours actually worked. For the purpose of this provision, approved City holidays shall be considered time worked.

**9.2 Rejection**

During such probationary period an employee may be discharged for any reason which, in the opinion of the Department Head, is just and sufficient; provided, however, that there shall be no discrimination against any employee as provided in Article 2 of this Agreement. Should any employee discharged during the probationary period believe they have been subjected to such discrimination, the case may be appealed through the grievance procedure provided in this MOU.

**9.3 Promotional Probation**

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which they were promoted; provided that this Section shall not be construed as to prohibit the City from discharging any employee during a subsequent promotional probationary period for those reasons and causes set forth in Article 13 herein.

**9.4 Completion of Probationary Period**

At the conclusion of the probationary period, the Department Head shall file a written statement with the Personnel Officer or designee recommending regular appointment or rejection of the probationer.

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**9.5 Contract Employee Employment Status**

Contract employees are at-will, serve at the pleasure of the City Manager, and shall not acquire a property interest in employment or a right to continued employment with the City. Contract employees do not serve a probationary period. Either party may terminate the contract employment arrangement without cause.

**ARTICLE 11 – PROMOTION**

**11.1 Examination**

In the event the City desires to fill a vacancy by promotion, the Personnel Officer or designee shall prepare and administer an examination for those employees holding similar positions in lower classes.

**11.2 Eligible List**

The names of the successful candidates shall be recorded in the order of their ranking in the examination on an eligible list.

Appointments made pursuant to continuous recruitments for internal and external candidates will be made from the full eligible list.

**11.3 ~~Promotional~~ Appointment**

~~Promotional~~-All appointments shall be ~~made from the first three (3)~~selected from all candidates on the eligible list who are ready and willing to accept the position offered.  
The rule of the list will be applied to all current eligible lists.

**11.4 Duration of Eligible List**

Eligible lists shall continue in effect one (1) year after establishment. They may be extended for a period not to exceed one (1) year or abolished before the expiration of the yearly period by the Personnel Officer or designee upon recommendation of the Department Head of the department to which the classification or position relating to the eligible list is allocated.

**11.5 Removal from Eligible List**

The name of any employee on an eligible list may be removed by the Personnel Officer or designee if the eligible employee requests in writing that their name be removed, if they fail to respond to a written offer of employment within five (5) business days next succeeding the mailing of notice, if a subsequent report of a character investigation is unsatisfactory, or if they have been rejected for appointment three (3)

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times by a Department Head.

**11.6 Waiver of Employment Offer**

A candidate may waive two (2) offers of employment without affecting their standing on the eligible list. After the third offer of employment has been waived, the candidate shall be removed from the eligible list.

**11.7 Time Off for Examination**

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

**11.8 Contract Employee Participation in Internal Recruitments**

A contract employee who works for the City continuously for twenty-four (24) or more months on a full-time basis, and who receives satisfactory overall performance evaluations may compete for internal City recruitments. If the contract employee meets minimum job qualifications and passes an oral board interview for the position to which they applied, the contract employee will typically be placed on eligibility list.

**ARTICLE 15 - PAY PRACTICES**

**15.1 Salary Plan for Regular and Term-Funded Employees**

**15.1.1 Cost of Living and Equity Adjustments:**

Effective the first full pay period following February 1, 2025, there will be a three percent (3%) cost of living increase for all regular and term-funded classifications represented by the bargaining unit. An employee must be in full paid status for the entire applicable pay period in which the retroactive adjustment is paid to be eligible to receive the retroactive payment.

Effective the first full pay period following February 1, 2026, there will be a three percent (3%) cost of living increase for all regular and term-funded classifications represented by the bargaining unit.

Effective the first full pay period following February 1, 2027, there will be a three percent (3%) cost of living increase for all regular and term-funded classifications represented by the bargaining unit.

By October 1, 2026, the City will conduct a total compensation survey in accordance with the parameters of the City's compensation philosophy and will reflect compensation for all comparable agencies, including Redwood City, effective the first full pay period following February 1, 2027. Within sixty (60)

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days of ratification of the 2025 MOU, the City and Union will meet and confer over the benchmarks to be used for the study, not to exceed thirteen (13) for the unit. Within ninety (90) days of agreement over the benchmarks, the City will recommend job classes from comparable agencies to be used in each benchmark study. Following the City's recommendation, the City and Union will meet and confer over the job classes from comparable agencies to be used in the study.

Upon completion of the survey, the benchmark job classifications and agreed-upon associated classifications that are below total compensation market median will receive an equity adjustment to bring them to market. The equity adjustment will not exceed one percent (1%) per classification, and will be effective the first full pay period in February 2027 or the first pay period following completion of the meet and confer over the study results, whichever is later.

- 15.1.2 Initial appointments shall normally be made at the lowest step or rate of pay within the applicable salary scale. Upon approval of the City Manager, such appointments may be made at the second or third step when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required, personal fitness for the position, and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.
- 15.1.3 A probationary employee may be eligible for a salary adjustment to the next highest step above the initial step or rate to which appointment was made upon the satisfactory completion of six (6) consecutive months' employment. An adjustment shall be made only upon the recommendation of the Department Head and upon approval of the City Manager.
- 15.1.4 Progression of regular and term-funded employees from the second step to the third step of the salary plan may be made upon completion of a minimum period of one (1) year at the second step and upon consideration of such employee's performance of duties, experience, education, personal fitness for the position, and other criteria reasonably related to awarding increased compensation on the basis of merit. An adjustment shall be made only upon the recommendation of the Department Head and upon approval of the City Manager. Denial of a salary adjustment shall be made in writing.
- 15.1.5 Progression of regular and term-funded employees from the third step to the fourth step and the fourth step to the fifth step of the salary plan will be based upon the completion of the period of one (1) years' service at the respective

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lower step.

Term employees shall progress from the third step to the fourth step and the fourth step to the fifth step of the salary plan on the same schedule as regular employees; however, the Department Head may deny a step increase due to unsatisfactory performance or lack of available program funding. Denial of a step increase, and the reasons therefore, shall be sent to the employee in writing.

**15.2 Wages for Contract Employees**

Upon hire, contract employees will be assigned, at the sole discretion of the hiring manager, to an hourly wage for the assigned class code (e.g., Office Clerical Level I, Skilled Craft, etc.) that most closely aligns with the starting step of the salary range for the regular classification with the same job duties. Contract employees are not eligible for cost of living adjustments or equity increases.

Full time contract employees who receive a satisfactory performance evaluation after twelve (12) months of continuous service will receive a five percent (5%) base salary increase, not to exceed top of range. Such increase will be prorated for part-time contract employees.

Salary range increases will be at City's sole discretion.

Contract employee wages will be within the pay range of an equivalent, regular SEIU-represented position.

**15.32 Pay Period**

Employees shall be paid bi-weekly on Fridays.

The City will continue a mandatory direct deposit program for all SEIU unit members hired on or after February 1, 2004, with the exception of new hires who do not have a checking account.

**15.34 Salary Increase on Promotion**

Promotional appointments shall be made at the salary step or rate of pay, which results in no less than a five percent (5%) increase in salary, even if that places the promoted employee's new salary between steps, until the employee reaches the maximum pay for that classification.

Regardless of the rate of pay when a promotional appointment is made, the employee shall be eligible for a salary increase of five percent (5%) six (6) months following the promotional appointment.

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**15.45 Salary Increase on Reclassification**

Unless a higher rate of pay is mutually agreed upon by the parties, the reclassified employee(s) shall go to the first step of the new classification description, or shall receive a five percent (5%) increase in pay, whichever is greater. In the case of a five percent (5%) increase in pay, the employee(s) shall receive the five percent (5%) increase in pay even if that takes them between steps, until they reach the maximum pay of the top step.

**15.56 Regular Part-Time Appointment**

15.5.1 Regular part-time appointments may be made when there is part-time work to be performed on a regular and continuous basis and upon certification by the Department Head to which the appointment is to be made, to the Personnel Officer or designee that the employee is to be scheduled to work continuously during a twelve (12) month period.

Benefits for regular part-time appointments, including life insurance, long-term disability insurance, health insurance, dental insurance, vision insurance, vacations, sick leave, administrative holidays and other leaves, and educational expense reimbursement shall be granted on a prorated basis computed by dividing the employee's regularly scheduled hours each week by forty (40), multiplied by the City's contributions for full time employees.

15.5.2 Regular part-time appointed employees who are scheduled to work on a holiday, but granted the holiday off, shall be paid their established rate of pay for the hours they normally would have worked.

15.5.3 Any regular full-time employee going to regular part-time employment will retain their sick leave and vacation benefits. However, the employee will only receive vacation and sick leave accrual proportional to the amount of time worked. Health benefits will also be paid in proportion to time worked. A regular full-time employee going to regular part-time employment will not serve a probationary period.

15.5.4 Variation of Hours and Benefits:

The Parties acknowledge that the regularly scheduled hours of permanent part-time employees in the representation unit may vary from year to year. To ensure the equitable treatment of such employees, the Parties agree that ~~each July, upon request,~~ the City shall prepare a list of the straight time hours worked by each such employee in the immediately preceding fiscal year. ~~The City shall and~~ provide a copy of this list to the Union by August 1<sup>st</sup> ~~each year.~~

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Effective September 1<sup>st</sup> ~~each year~~ following preparation of the list, the City shall adjust the prorated share of each such employee's benefits to reflect the portion of a regular full-time schedule that each employee is determined to have worked in the immediately preceding fiscal year. If an employee falls below the twenty (20) hour per week average, the employee will no longer be eligible for the City's contribution towards medical, dental, or vision insurance, or the Employee Assistance Program (EAP) except where required by law. In the event the employee is no longer eligible to receive the City's contribution toward benefits, the employee will be offered COBRA where applicable. An employee who falls below the twenty (20) hour per week average, will also no longer be eligible for life insurance or long-term disability.

**ARTICLE 26 - GRIEVANCE PROCEDURE**

**26.1 Definitions**

26.1.2 A grievance may be filed by an individual employee, or jointly by a group of employees, or by the Union on behalf of employee(s) who are otherwise eligible to file a grievance. Contract employee grievances may only be brought up to Step 4, whereas the City Manager's decision will be final and binding.

**ARTICLE 32 - CONTRACT EMPLOYEE BENEFITS**

Contract employees are not eligible for rights and benefits provided to probationary, regular and term-funded employees, including but not limited to those described in the following MOU provisions:

- Article 7, Layoff Rights
- Section 8.2.2 Request for Removal Letter of Reprimand
- Section 8.3 Retention of Disciplinary Documents
- Article 9 Probation Period
- Article 10 Transfer
- Article 12, Reclassification Requests
- Section 13.3 Pre-Disciplinary Procedures
- Section 13.4 Post-Disciplinary Procedures
- Section 14.2 Reinstatement
- Section 15.1 Salary Plan
- Section 15.6 Regular Part-Time Appointment
- Section 15.6 Bilingual Pay Premium
- Sections 15.7 – 15.8 Special Pay Differentials
- Section 16.3 Shift Differential
- Section 16.4 Standby Duty
- Section 16.5 Call-Back
- Section 16.6 Call Out in Public Works Tree Maintenance Employees
- Section 16.7 Work Schedule
- Section 16.8 Rest Periods after Extended Shift

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- Article 17 Uniforms and Safety Shoes
- Article 18 Holidays (except as provided below)
- Article 19 Vacations
- Section 20.1 Sick Leave
- Section 20.2 Industrial Disability Leave
- Section 20.3 Bereavement Leave
- Section 20.5 Parental Leave of Absence Without Pay
- Section 20.7 Court Appearance Leave
- Section 20.8 Jury Duty Leave
- Section 20.9 Personal Business Leave
- Section 20.10 Leave of Absence Without Pay
- Section 20.11 Donation of Leave
- Article 21 Educational Expense Reimbursement, Training, Licenses and Certificates
- Article 22 Health Plans
- Article 23 Retirement
- Article 24 Use of Personal Vehicle and Mileage Payment
- Section 26.2.5 Grievance Procedure Step 5 Binding Arbitration
- Side Letter Re Overtime Assignment Procedures
- Side Letter Re Assistant and Associate Engineer Flexible Promotions
- Side Letter Re Dispatcher Rest and Meal Periods

In lieu of the benefits otherwise provided by the MOU applicable to the regular employees in the bargaining unit, contract employees will receive one of the following benefit packages. The applicable benefits package will be assigned by Human Resources at the time of hire. The specific benefits package that the employee receives will be identified by the City in writing in its offer of employment. Following completion of each twelve (12) months of full-time employment and satisfactory evaluation, the contract employee will move to the next higher benefit level, not to exceed the Level IV benefit package.

The description of each benefit package below applies to a full-time employee who works forty (40) hours per work week. Contract employees who work less than forty (40) hours per work week will receive a prorated benefits package based on hours actually worked.

The following Level I-IV benefits package descriptions will replace those listed in Appendices C-1, C-2, C-3, C-4 of the Side Letter between the parties dated December 5, 2007.

**LEVEL I CONTRACT EMPLOYEE BENEFIT PACKAGE (Full time – 40 hours per week or more)**

**1. Public Employees Retirement System (PERS):** Contract employee shall be entitled to participate in the PERS Retirement System, in accordance with CalPERS rules and regulations. The employee will pay the employee's share of the PERS contribution rate. Retirement formula and contribution rate will be as follows:

Tier I (2.7% @ 55): 8% employee contribution rate

Tier II (2% @ 60): 7% employee contribution rate

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Tier III, new PEPPRA (2% @ 62): one-half of the normal contribution rate as determined by CalPERS

2. **Health Insurance:** Contract employee shall be entitled to health insurance provided by the City. The plans offered shall be those of the California Public Employees Retirement System. The City will pay 90% of the premium for the plan selected by the employee, up to the Kaiser Employee-only rate.
3. **Flexible Spending Account:** Contract employee shall be entitled to participate in the Flexible Benefit Plan. The employee may elect to contribute to the plan on a pre-tax basis for dependent care, and/or health care reimbursement account(s).
4. **Paid Sick Leave:** Contract employee shall be provided paid sick leave in compliance with City of Redwood City Administrative Policy #48 and applicable state law.
5. **State Disability Insurance:** State disability insurance premiums shall be deducted from contract employee's biweekly compensation.
6. **Mileage Reimbursement:** Contract employee shall be reimbursed at the prevailing IRS rate for travel by personal vehicle requested and authorized by the City.
7. **Jury Duty:**
  - Any contract employee whose name shall be selected from the list of trial jurors or serve as a juror in a civil or criminal action pending in a Superior, Municipal, or Justice Court of the State of California, or any Federal court convening in the State of California, or any contract employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires their absence from work, up to five (5) days;
  - The City may require proof of the time such service was required and any moneys received from jury service shall be turned into the City;
  - The contract employee shall report to work whenever a reasonable portion of the workday or shift remains for completion. Any contract employee required to serve as a juror shall not have their regular starting or quitting time changed as a result of being called for jury service.
8. **Bilingual Premium Pay:**

Effective the first full pay period following City Council approval of this Tentative Agreement, the City will pay contract employees a bilingual premium pay as follows:

  - a. Proficiency Level: A contract employee who has passed the City's proficiency test and is routinely and consistently assigned to job duties requiring bilingual skills in Spanish, Mandarin, Cantonese, Korean, or American Sign Language are eligible to receive a pay differential of eighty dollars (\$80) per pay period for the use of bilingual skills in job duties arising during the normal course of work. This amount shall be prorated for part-time contract employees.

To receive the Proficiency Level of Bilingual Premium Pay, the employee is required to receive advance Department Head approval, be proficient in a listed language, and

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successfully pass a proficiency examination as determined by the Personnel Officer or designee every three (3) years.

- b. Advanced Level: A contract employee who has passed the City’s proficiency test and is routinely and consistently assigned job duties with advanced bilingual skills in Spanish, Mandarin, Cantonese, Korean, or American Sign Language are eligible to receive a pay differential of one hundred twenty dollars (\$120) per pay period for the use of advanced skills in job duties arising during the normal course of work. Advanced bilingual skills, for purposes of the advanced level pay differential, are defined as the ability to translate and communicate beyond conversational speaking and/or basic writing. This amount shall be prorated for part-time contract employees.

Employees who receive the advanced bilingual differential are required, when called upon, to utilize their skills citywide.

To receive the Advanced Level of Bilingual Premium Pay, the employee is required to receive advance Department Head approval, be fluent in a listed language, and successfully pass a fluency examination as determined by the Personnel Officer or designee every three (3) years.

**9. Uniforms and Safety Shoes:**

The City will provide uniforms and safety shoes to contract employees whose jobs require them, as determined by the department head.

**10. Bereavement Leave:**

All employees who have been employed by the City for at least 30 days are entitled to five (5) days of unpaid bereavement leave in the event of the death of a “family member” as defined herein. Employees may use accrued and available vacation or sick leave in order to provide for their compensation during any unpaid bereavement leave.

A “family member” means a spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, sibling, parent-in-law. An employee may request bereavement leave to attend the funeral of a close relation not listed herein, subject to the approval of the City Manager or designee

An employee who utilizes bereavement leave shall notify their supervisor or Department Head of the intent to use such leave. Employees may use such leave on a non-consecutive basis in the three (3) months that follow that date of death of the “family member.”

**LEVEL II CONTRACT EMPLOYEE BENEFIT PACKAGE (Full time – 40 hours per week or more):**  
In addition to Level I benefits, contract employees assigned to receive Level II benefits shall receive:

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1. **Recognized Holidays:** The City shall provide paid holidays on recognized holidays listed in Section 18 of the MOU (eight (8) hours of holiday pay per recognized holiday, prorated for part-time employees). In lieu of the administrative holidays provided in Section 18, Level II, III and IV Contract Employees will be eligible to receive one, 8-hour Administrative Holiday per calendar year (prorated for part-time employees). In the event that the administrative holiday is not used by the last pay period paid in the year (based on the preceding 26 pay periods), payment will be made no later than the first pay period in February.

**LEVEL III CONTRACT EMPLOYEES BENEFITS PACKAGE** (Full time – 40 hours per week or more): In addition to Level I and II benefits, contract employees assigned to receive Level III benefits shall receive:

1. **Health Insurance:** Contract employees with Level III benefits shall be entitled to health insurance provided by the City. The plans offered shall be those of the California Public Employees Retirement System. The City will pay 90% of the premium for the plan selected by the employee, up to 90% of the Kaiser Family rate.
2. **Dental Insurance:** Contract employees shall be entitled to participate in dental insurance provided by the City. Effective January 1, 2026, a \$2,500 annual cap each calendar year (cap to be prorated according to month contract is begun). The City will pay (90%) of the dental insurance premium for employee and eligible dependents.
3. **Bereavement Leave:** In the event of a death of a family member as defined herein, a contract employee may be absent with pay up to three (3) consecutive work days or four (4) days in the event the funeral is 300 or more miles from the City. Employees may take additional unpaid leave for a total of five (5) days of bereavement leave in the event of the death of a family member, and may use accrued and available vacation or sick leave in order to provide for their compensation during any unpaid bereavement leave. A “family member” means a spouse, registered domestic partner, child, stepchild, parent, step-parent, grandparent, grandchild, sibling, step-sibling, parent-in-law. An employee may request bereavement leave to attend the funeral of a close relation not listed herein, subject to the approval of the City Manager or designee. An employee who utilizes bereavement leave shall notify their supervisor or Department Head of the intent to use such leave. Employees may use such leave on a non-consecutive basis in the three (3) months that follow that date of death of the “family member.”
4. **Vacation Leave:** Full time cContract employees shall accrue vacation at a rate (3.077 hours per pay period) that yields eighty (80) hours of vacation per year. Vacation leave may be used with department head approval. Vacation leave shall not be accumulated in excess of the amount of vacation that can be accrued in two (2) years computed to the 31st of December.
5. **Sick Leave:** Full time cContract employees shall accrue sick leave at a rate of one day (8 hours) per month, to a total of twelve days per year. Accrued sick leave may be used in

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accordance with Sections 20.1.2 and 20.1.3 of the MOU. Contract employees shall not be paid for unused sick leave.

6. **Personal Business Leave:** Contract employees shall be entitled to one paid personal business leave day per year and is deducted from sick leave. Unused Personal Business Leave is not carried forward from one year to the next.
7. **Donation of Leave:** Contract employees may participate in the Donation of Leave (Donation of vacation leave, and administrative holiday) after six months of service without a City match to the leave bank.

**LEVEL IV CONTRACT EMPLOYEE SUMMARY OF BENEFITS** (Full time – 40 hours per week or more): In addition to Level I, II and III benefits, contract employees assigned to receive Level IV benefits shall receive:

**Vision Care Insurance** - Contract employees shall be entitled to the Vision Care Service Plan for self and dependents. The City will pay (90%) of the vision insurance premium for employee and eligible dependents.

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4. **EFFECTIVE DATE:** The terms of this MOU Addendum Agreement shall be effective upon the ratification by the bargaining unit and upon adoption by the City Council.

**SO AGREED:**

**CITY OF REDWOOD CITY:**

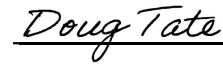
**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 521**



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